

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

CHARLES PERNELL PROPHET AND
SHIRLEY ANN PROPHET,

Debtor(s)

CASE NO. 20-03131-dd
CHAPTER 7

NOTICE OF MOTION FOR
RELIEF FROM AUTOMATIC STAY
(11 U.S.C. § 362)

TO: DEBTOR, TRUSTEE, AND THOSE NAMED IN THE ATTACHED MOTION

PLEASE TAKE NOTICE THAT a hearing will be held on the attached motion on:

Date: November 23, 2020

Time: 2:00 pm

Place: The J. Bratton Davis U.S. Bankruptcy Court, 1100 Laurel Street, Columbia, South Carolina 29201-2423.

Within fourteen (14) days after service of the attached motion, the notice of motion, the movant's certification of facts, (and a blank certification of facts form, applicable only to motions for relief from the automatic stay and for service on *pro se* parties only), any party objecting to the relief sought shall:

- (1) File with the Court a written objection to the 11 U.S.C. § 362 Motion;
- (2) File with the Court a certification of facts (for motions for relief from the automatic stay);
- (3) Serve on the movant items 1 and 2 above at the address shown below; and
- (4) File a certificate of such service with the Court.

If you fail to comply with this procedure, you may be denied the opportunity to appear and be heard on this proceeding before the Court.

Date of Service: October 15, 2020

Crawford & von Keller, LLC

/s/ B. Lindsay Crawford, III

B. Lindsay Crawford - District Court ID: 0921

Theodore von Keller – District Court ID: 5213

Sara C. Hutchins – District Court ID: 9576

Post Office Box 4216

Columbia, SC 29240

(803) 790-2626

wayne@crawfordvk.com

Attorneys for NASA Federal Credit Union

N.106-237

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FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

CHARLES PERNELL PROPHET AND
SHIRLEY ANN PROPHET,
Debtors.

BKCY. NO. 20-03131-dd

CHAPTER 7

MOTION TO MODIFY STAY

NASA Federal Credit Union, its assignees and/or successors in interest moves the Court pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) for modification of the automatic stay issued in this case and represents as follows:

1. That on or about August 3, 2020, the above named Debtors filed their Chapter 7 Petition in Bankruptcy with this Court.
2. Prior to the filing of the petition, on August 19, 2018, Debtor Charles P. Prophet made, executed and delivered a Retail Installment Contract ("Contract") to Movant or its predecessor which bears interest as specified therein. The original Contract is held by Movant and a copy is attached hereto as **Exhibit "A"** and is incorporated by reference.
3. The indebtedness evidenced by the Contract is secured by a security interest in a **2011 Infiniti QX56 VIN JN8AZ2NEXB9005073** ("the Vehicle") as evidenced by an Lien and Title Information Report. A copy of the Report is attached hereto as **Exhibit "B"** and is incorporated by reference.
4. Debtors have elected to surrender the subject property, as evidenced by the Statement of Intention, attached hereto as **Exhibit "C"** and made a part hereof.
5. As of September 21, 2020, the outstanding Obligations are:

Unpaid Principal Balance	\$19,208.07
Unpaid, Accrued Interest	\$209.91
Costs	\$15.00
Minimum Outstanding Obligations	\$19,432.98

6. In addition to the other amounts due to Movant reflected herein, as of the date hereof, in connection with seeking the relief requested in the Motion, Movant has also incurred \$831.00 in legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

7. The following chart sets forth the number and amount of payments due pursuant to the terms of the Contract that have been missed by the Debtors:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	09/02/2020	10/02/2020	\$418.83	\$837.66
Late Charges				\$15.00
Less partial payments:				(\$26.91)
Total:				\$825.75

8. Movant has elected to initiate proceedings to take possession of the Vehicle with respect to the subject Contract; however, Movant is precluded from proceeding to commence said actions to take possession during the pendency of this Bankruptcy.

9. Based upon the foregoing, Movant alleges that Movant is not adequately protected, that the subject Vehicle is not necessary to effectuate Debtor's rehabilitation, and that it would be unfair and inequitable to delay this Movant in taking possession of Movant's interest. Movant urges that this Court issue an Order herein permitting this Movant to proceed with any necessary action to obtain possession of the Vehicle and to dispose of same in a commercially reasonable manner.

10. Robert F. Anderson has been appointed by this Court as the Chapter 7 Trustee in this instant Bankruptcy proceeding. By virtue of his position as Trustee of the estate of Debtor herein, he holds title to the subject Vehicle in that capacity. To the extent the relief sought herein is granted, Robert F. Anderson, Trustee, is bound by any such judgment.

11. The commercially reasonable value of the Vehicle is approximately \$19,150.00, as evidenced by the N.A.D.A. Official Used Car Guide, a copy of which is attached hereto as

Exhibit "D" and is made a part hereof.

12. Debtors have no equity in the Collateral, and the Collateral is not necessary to an effective reorganization since this is a Chapter 7 liquidation case; thus, Lender is entitled to relief pursuant to 11 U.S.C. §362(d)(2).

13. This Court has jurisdiction of this action pursuant to the provisions of Title 28 U.S.C. §§ 1334 and 157 and 11 U.S.C. § 362(d).

WHEREFORE, Movant prays judgment as follows:

1.) For an Order granting relief from the Automatic Stay, permitting this Movant to move ahead with any necessary actions to take possession of the subject Vehicle under Movant's Contract and to dispose of same in a commercially reasonable manner.

2.) For an Order granting relief as to the Chapter 7 Trustee's interest in subject Vehicle.

3.) For such Order regarding adequate protection of Movant's interest as this Court deems proper.

4.) For attorneys' fees and costs of suit incurred herein.

5.) For an Order waiving the 14-day stay described by Bankruptcy Rule 4001(a)(3).

6.) For such other relief as this Court deems appropriate.

Dated: October 15, 2020

Crawford & von Keller, LLC

/s/ B. Lindsay Crawford, III
B. Lindsay Crawford - District Court ID: 0921
Theodore von Keller – District Court ID: 5213
Sara C. Hutchins – District Court ID: 9576
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DISTRICT OF SOUTH CAROLINA

IN RE:

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CHARLES PERNELL PROPHET AND
SHIRLEY ANN PROPHET

CASE NO: 20-03131-dd

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CERTIFICATION OF FACTS

DEBTOR(S)

In the above-entitled proceeding, in which relief is sought by (name of movant) from the automatic stay provided by 11 U.S.C. § 362, I do hereby certify to the best of my knowledge the following:

(1) Nature of Movant's Interest: Lien Holder

(2) Brief Description of Security Agreement, copy attached (if applicable).

Retail Installment Contract and Lien and Title Information Report

(3) Description of Property Encumbered by Stay (include serial number, lot and block number, etc.).

2011 Infiniti QX56 VIN JN8AZ2NEXB9005073

(4) Basis for Relief (for cause, property not necessary for reorganization, debtor has no equity, property not property of estate, etc.) include applicable subsection of 11 U.S.C. § 362).

Debtor has no Equity; Surrender

(5) Prior Adjudication by Other Courts, copy attached (Decree of Foreclosure, Order for Possession, Levy of Execution, etc., if applicable).

n/a

(6) Valuation of Property, copy of Valuation attached (Appraisal, Blue Book, etc.):

Fair Market Value: \$19,150.00

Senior Liens : \$19,432.98

Movant's Lien: 19,432.98

Other Liens: n/a
(Listed in order of priority)

Net Equity: \$-282.98

Source/Basis of Value: NADA

(7) Amount of Debtor's Estimated Equity (using figures from paragraph 6, supra).

-\$282.98

(8) Month and Year in Which First Direct Post-petition Payment Came Due to Movant (if applicable).

09/2020

(9)(a) For Movant/Lienholder (if applicable): List of all post-petition payments received directly from debtor(s), clearly showing date received, amount, and month and year for which each such payment was applied.¹

Date Received	Amount Received	Applied to

(b) For Objecting Party (if applicable): List or attach a list of all post-petition payments included in the Movant's list from (a) above which objecting party disputes as having been made. Attach written proof of such payment(s) or a statement as to why such proof is not available at the time of filing this objection.

¹ This requirement may not be met by the attachment of a payment history generated by the movant. Such attachment may be utilized as a supplement to a complete and detailed response to (9)(a) above, which should be shown on this certification.

(10) Month and Year for Which Post-petition Account of Debtor(s) is Due as of the Date of this Motion: 09/2020

Crawford & von Keller, LLC

/s/ B. Lindsay Crawford, III

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CERTIFICATE OF SERVICE

I, B. Lindsay Crawford, III, the undersigned, hereby certify that I have served copies of the foregoing Notice of Motion Seeking 11 U.S.C. §362(d) Relief, Motion for §362(d) Relief with supporting Memorandum, and the completed Certification of Facts, on each party entitled to notice either electronically or by mailing the same, postage prepaid, to each of the persons indicated below:

Charles Pernell Prophet
149 Green Springs Court
Columbia, SC 29223
Debtor

Shirley Ann Prophet
149 Green Springs Court
Columbia, SC 29223
Debtor

Benjamin R. Matthews, Esquire
Benjamin R. Matthews & Associates
2010 Gadsden St
Columbia, SC 29201
Attorney for Debtors

Robert F. Anderson
P.O. Box 76
Columbia, SC 29202-0076
Chapter 7 Trustee

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly St.
Suite 953
Columbia, SC 29201

Continued on next page

Linda Barr, Esquire
Office of United States Trustee
1835 Assembly Street
Suite 953
Columbia, SC 29201

Crawford & von Keller, LLC

/s/ B. Lindsay Crawford, III
B. Lindsay Crawford - District Court ID: 0921
Theodore von Keller – District Court ID: 5213
Sara C. Hutchins – District Court ID: 9576
Post Office Box 4216
Columbia, SC 29240
(803) 790-2626
wayne@crawfordvk.com
Attorneys for NASA Federal Credit Union
N.106-237

Dated: October 15, 2020

Dealer Number Contract Number

Buyer Name and Address
(Including County and Zip Code)
DORSEY D BOWEN
149 BREEN SPANES CT
COLUMBIA, SC 29925-5106

Co-Buyer Name and Address
(Including County and Zip Code)
N/A
N/A

Seller/Creditor Name and Address
DORSEY MOTORS INC
1491 WALKER DRIVE
CHARLOTTE, NC 28269

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Age/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased (Personal, Family or Household unless otherwise indicated below)
Used	2011	INFINITI EX35	JBK123456789	<input type="checkbox"/> Business <input checked="" type="checkbox"/> Personal

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	Amount Financed (The amount of credit provided to you or on your behalf)	Total of Payments (The amount you will have paid after you have made all payments as scheduled)	Total Sale Price (The total cost of your purchase on credit, including your down payment of \$ 0.00)
8.99 %	\$ 873.30	\$ 24,425.00	\$ 31,112.25	\$ 31,112.25

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
75	\$ 414.55	Monthly beginning 12/2/2018
N/A	N/A	N/A

As As Follows: N/A

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 15.00.

Prepayment: If you pay more, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about employment, default, any required repayment in full before the scheduled date and security interest.

TERMINATION OF AMOUNT FINANCED

1. Cash Price (including \$ 300.00 sales tax) \$ 24,425.00

2. Total Downpayment \$ 0.00

Trade-In (Make) (Model) (Year) \$ N/A

Gross Trade-In Allowance \$ N/A

Less Pay/Off Made By Seller \$ N/A

Excess Not Trade-In \$ 0.00

+ Cash \$ N/A

+ Other \$ 0.00

(If total downpayment is negative, enter "0" and note 4 below) \$ 0.00

3. Unpaid Balance at Cash Price (if none 2) \$ 24,425.00

4. Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A. Cost of Optional Credit Insurance Paid to Insurance Company or Company \$ N/A

122 \$ N/A

123 \$ N/A

B. Unpaid Single Interest Insurance Paid to Insurance Company \$ N/A

C. Unpaid Interest Insurance Paid to Insurance Company or Company \$ N/A

124 \$ 815.00

D. Other Fees Paid to Government Agencies \$ N/A

125 \$ N/A

E. Government Taxes Not Included in Cash Price \$ 322.00

126 \$ 322.00

G. Government License and Registration Fee \$ 15.00

127/REGISTRATION FEES \$ 15.00

H. Government Certificate of Title Fees \$ 28.00

128 \$ 28.00

Insurance: You may buy the physical damage insurance; this contract requires (see back) that anyone you choose or you may provide the required insurance through an existing policy owned or controlled by you. Insurance you provide must be acceptable to us. You are not required to buy any other insurance to obtain credit unless the law mandating Vendor's Single Interest Insurance is required to be covered below. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Cash Use ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both

Premium: Credit Use \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit Life Insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Termination of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the next payment unless a different term for this insurance is shown below.

Other Optional Insurance

☐ N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Home Office Address 30 BOX 015007

107 AMBLES, CA 91507

☐ N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Government License and Registration Fee TAG/REGISTRATION FEE \$ 12.00 Government Certificate of Title Fee \$ 25.00		Type of Insurance Premium \$ N/A Insurance Company Name N/A Agent's Address N/A Other agent's insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance credited to me. Buyer Signature <i>[Signature]</i> Co-buyer Signature _____ Date _____	
Other Charges (Seller must identify what is paid and describe purpose) To: N/A From: Credit of Lease Balance \$ N/A To: THE SELLER From: REG FEE \$ 195.00 To: BCD SELLER From: SERVICE AGREEMENT \$ 2455.00 To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A To: N/A From: N/A \$ N/A Total Other Charges and Amounts Paid to Others on Your Behalf \$ 2645.00 (2) Amount Financed (3 + 4) \$ 2645.00 (2)		THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS. Agreement to Arbitrate: By signing, buying, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may need to resolve any dispute by neutral, binding arbitration, and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate. Buyer Signs X <i>[Signature]</i> Co-buyer Signs X _____	
OPTION C: you pay no finance charge if the Amount Financed, item 5, is paid in full on or before Year _____ SELLER'S INITIALS _____ Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored. OPTIONAL GAP CONTRACT: A gap protection (debit cancellation) contract is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract. Term _____ Months _____ Days _____ Name of Gap Contract _____ I want to buy a gap contract. Buyer Signs X <i>[Signature]</i>			
VENDOR'S SINGLE INTEREST INSURANCE (VSI) Insurance: If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss of damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.			
NO COOLING OFF PERIOD State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.			
The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.			
HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and the Seller. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X <i>[Signature]</i> If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.			
NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it. Buyer Signs X <i>[Signature]</i> Date <i>10/16/20</i> Co-buyer Signs X _____ Date _____ Co-buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract. Other owner signs here X _____ Date _____ Address _____ Seller signs: ROSSFORD MOTORS, INC. Date <i>10/16/20</i> By <i>[Signature]</i> Title <i>GM</i> Seller assigns its interest in this contract to HIGH FEDERAL CREDIT UNION (Assigned with recourse) (Assigned with limited recourse) Seller: ROSSFORD MOTORS, INC. By <i>[Signature]</i> Title <i>GM</i>			



Lien and Title Information Report

REDACTED NASA F C U

Account No.	REDACTED	VIN	JN8AZ2NEXB9005073
Loan No.		Branch	
Loan Suffix			
Customer	Prophet, Charles		
Organization ID	REDACTED	Organization Name	NASA F C U
Lien Start	08/20/2018	Lien End	
Original Loan Amount	\$26,439.00	Lien Balance Amount	\$26,439.00
Lien Type	Retail	Dealer ID	120031

Last ELT Transactions

Received On	
2018-09-21 02:41:20.0	Add Record - Perfection of Lien

Borrower / Lessee Details

Name	Prophet, Charles
Address	149 Green Springs Ct, Columbia SC, 29223

Vehicle Information

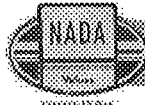
Vehicle Type	Auto	Make	INFINITI
Model	QX56	Year	2011
Mileage	0		

Title Information

Title Number	REDACTED	Title State	SC
Tag Number		VIN	JN8AZ2NEXB9005073
Status	MATCHED	Match Date	09/21/2018
Lien Expiration Date		Media Type	Electronic

State Information

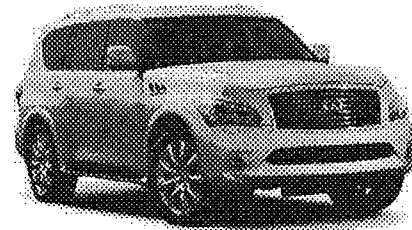
Name	PROPHET, CHARLES P	Lessee	
Address	149 GREEN SPRINGS CT, COLUMBIA SC, 292236939		
Vehicle Type		Make	INFI
Model		Year	2011
Mileage	122879		
Title State	SC	Title Number	REDACTED
Brands	Unladen Gross Vehicle Weight: 5831		



NADA Used Cars/Trucks

Vehicle Information

Vehicle: 2011 Infiniti QX Utility 4D AWD 5.6L V8
 Region: Eastern
 Period: September 24, 2020
 VIN: JN8AZ2NEXB9005073
 Mileage: 122,500
 Base MSRP: \$59,800
 Typically Equipped MSRP: \$62,790
 Weight: 5,850



NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$10,475	N/A	\$2,550	\$13,025
Average	\$12,300	N/A	\$2,550	\$14,850
Clean	\$13,825	N/A	\$2,550	\$16,375
Clean Loan	\$12,450	N/A	\$2,550	\$15,000
Clean Retail	\$16,275	N/A	\$2,875	\$19,150

Selected Options

	Trade-In/Loan	Retail
Rear Entertainment System	\$150	\$175
Technology Pkg.	\$1,000	\$1,125
Touring Pkg.	\$1,200	\$1,350
Towing/Camper Pkg	\$200	\$225